THE LINUX FOUNDATION

THE GRAPHQL FOUNDATION
Directed Fund Participation Agreement

Thank you for your interest in joining the GraphQL Foundation (the "Directed Fund"), a directed fund project of The Linux Foundation (the "LF"). The purpose of the Directed Fund is to raise, budget and spend funds in support of the GraphQL community, including the GraphQL OSS Project a Series of LF Projects, LLC (the "OSS Project") and the Joint Development Foundation Projects, LLC, GraphQL Series (the "Specification Project" and, together with the OSS Project, the "Technical Project"). All participants are required to also be members of the Specification Project. The governance for the Directed Fund will operate pursuant to the Directed Fund Charter (the "Charter"), set forth as Exhibit B, and as amended in the future by the Governing Board with the approval of the LF. **Please note** that you must be a member of the LF to be eligible to participate as a member of the Directed Fund. For further information, visit the Corporate Membership page at the LF web site.

Participants will enjoy the privileges and undertake the obligations described in the Charter and will comply with all such policies as the LF Board of Directors and/or the Directed Fund's Governing Board may from time to time adopt with notice to members. The LF reserves the right to refuse any Participation Agreement submitted by a member who has payment obligations outstanding to the LF or to any other LF directed funds. Technical oversight governance for the Technical Project is set forth in the Technical Charter, available here on its website or repository.

Please have this Participation Agreement (the "Agreement") executed by an authorized representative of the member company named below ("Member") and send a copy in PDF form by email to membership@linuxfoundation.org. A countersigned copy will be returned to you by email for your records when your eligibility for membership has been confirmed and an invoice will be emailed to you for payment of applicable membership fees. Note that this is not an indication of interest; execution of this Agreement creates an irrevocable, binding obligation for the member company to make the payments provided for and to otherwise perform in accordance with its terms.

Contact Information: If you are an existing LF Member, all legal, billing and financial notices from the LF relating to your participation will be sent to the individuals already on file with the LF under those categories unless you designate a different individual in Exhibit A.

General Membership Fee Scale:

In calculating the appropriate annual fee for General Membership, please indicate your current consolidated employee headcount in the membership level selected. Solely for purposes of calculating fees, Consolidated Employees include all employees of Related Companies (as defined in the Charter), which include any direct and indirect parent companies, and all sister and subsidiary entities. Employees do not include third party contractors.

For General Members, at the first anniversary of membership, if membership is not canceled at least thirty days prior to the first anniversary of membership, a pro-rated amount of fees for the remainder of that calendar year will be assessed (and membership will proceed on a calendar-year based renewal cycle thereafter).

Membership Terms:

For all levels of membership, an initial full year's payment of fees is due upon receipt and acceptance of an executed membership agreement and payable within thirty days of the date of invoice from the LF. Agreements signed before the 15th of the month will be invoiced as if active on the first of the month of signature. Agreements signed on or after the 15th will be invoiced as if active on the 1st of the following month. All fee amounts are irrevocable and non-refundable commitments based in US Dollars. We reserve the right to refuse your Participation Agreement if you have outstanding obligations to the LF or any other LF projects. In no event will fees be refunded, upon a Member's resignation or otherwise.

Each Member acknowledges that the LF and other Directed Fund members depend upon reliable participation renewal information to budget effectively, and that the LF's ability to provide services to the Directed Fund would suffer in the event of nonpayment of participation fees. Each member acknowledges The Linux Foundation's Good Standing Policy, available at https://www.linuxfoundation.org/good-standing-policy.

Notice of any increase in participation fees for the following calendar year will be given on or before October 15 in the current calendar year. Member's participation for each calendar year and any stub period, and its obligation to pay participation fees for the following calendar year or stub period, as applicable, will renew annually for successive one-year terms, unless the applicant delivers written notice of non-renewal to the LF on or before December 1 of the current membership year.

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Exhibit B

The GraphQL Foundation Charter
The Linux Foundation
Effective March 12, 2019

1) **Mission and Scope of the GraphQL Foundation.**

   a) The primary mission of the GraphQL Foundation (the "Directed Fund", or, alternatively, the "Foundation") is to raise, budget and spend funds in support of the GraphQL community, including the GraphQL OSS Project a Series of LF Projects, LLC (the "OSS Project") and the GraphQL Specification a Series of JDF Projects, LLC (the "Specification Project" and, together with the OSS Project, the "Technical Project"), in accordance with the provisions of this Charter.

   b) The Directed Fund supports the Technical Project. The Directed Fund operates under the guidance of the Governing Board of the Directed Fund (the "Governing Board") and The Linux Foundation (the "LF") as may be consistent with The Linux Foundation's tax-exempt status.

   c) The Governing Board manages the Directed Fund. The Directed Fund will also have an Outreach Committee and other working groups, councils, committees and similar bodies (collectively, "Committees") that may be established by the Governing Board. These committees report to the Governing Board.

2) **Membership.**

   a) The Directed Fund will be composed of General and Associate Members (each, a "Member" and, collectively, the "Members") in Good Standing. All Members must be current corporate members of the LF (at any level) to participate in the Directed Fund as a member. All participants in the Directed Fund, enjoy the privileges and undertake the obligations described in this Charter, as from time to time amended by the Governing Board with the approval of the LF. During the term of their membership, all members will comply with all such policies as the LF Board of Directors and/or the Directed Fund may adopt with notice to members.

   b) Subject to Section 2.c. below, the first nineteen General Members to join the Foundation (the "Appointing Members") will be entitled to appoint a representative to the Governing Board and any Committee.

   c) Any General Members joining after the first nineteen (the "Electing Members"), will, acting as a class, be entitled to annually elect up to five representatives to the Governing Board (the "Elected Representatives"). The Governing Board will determine the number of Elected Representatives and the election process.

   d) The Associate Member category of membership is limited to Associate Members of The Linux Foundation and acceptance as an Associate Member requires approval by the

Governing Board, or, if the Governing Board sets additional criteria for joining the Directed Fund as an Associate Member, the meeting of such criteria. If an Associate Member is a membership organization, Associate Membership in the Directed Fund does not confer any benefits or rights to the members of the Associate Member.

e) Members will be entitled to:

i) participate in Directed Fund general meetings, initiatives, events and any other activities; and

ii) identify themselves as members of the GraphQL Foundation supporting the GraphQL community.

3) Governing Board

a) The Governing Board voting members will consist of:

i) one representative appointed by each Appointing Member;

ii) the Elected Representatives;

iii) the Executive Director of the Specification Project (the "Technical Representative"), or, in the absence of a chair and with the approval of the Governing Board, any active contributor to the Specification Project so designated by the Specification Project's Steering Group; and

iv) two community representatives (e.g., individuals that are active contributors or committers in any aspect of the Technical Project or other valued participant in the GraphQL community, each a "Community Representative").

b) Only one Member that is part of a group of Related Companies (as defined in Section 6) may appoint, or nominate for a membership class election, a representative on the Governing Board. No single Member, company or set of Related Companies will be entitled to: (i) appoint or nominate for Membership class election more than one representative for the Governing Board, or (ii) have more than two representatives on the Governing Board.

i) Please note that it will be acceptable for one Member to appoint or nominate a representative to the Governing Board and have another of its employees, or an employee of one of its direct or indirect subsidiaries, serve as the TSC Representative on the Governing Board.

c) Conduct of Meetings

i) Governing Board meetings will be limited to the Governing Board representatives, the Outreach Committee Chair, invited guests and LF staff.

ii) Governing Board meetings follow the requirements for quorum and voting outlined in

this Charter. The Governing Board may decide whether to allow one named representative to attend as an alternate.

iii) The Governing Board meetings will be private unless decided otherwise by the Governing Board. The Governing Board may invite guests to participate in consideration of specific Governing Board topics (but such guest may not participate in any vote on any matter before the Governing Board).

d) Officers

i. The officers ("Officers") of the Directed Fund as of the first meeting of the Governing Board will be a Chairperson ("Chair") and a Treasurer. Additional Officer positions may be created by the Governing Board.

ii. The Chair will preside over meetings of the Governing Board, manage any day-to-day operational decisions, and will submit minutes for Governing Board approval.

iii. The Treasurer will assist in the preparation of budgets for Governing Board approval, monitor expenses against the budget and authorize expenditures approved in the budget.

e) The Governing Board will be responsible for overall management of the Directed Fund including:

i) approve a budget directing the use of funds raised by the Directed Fund from all sources of revenue;

ii) nominate and elect Officers of the Directed Fund;

iii) oversee all Directed Fund business and community outreach matters and work with the LF on any legal matters that arise;

iv) adopt and maintain policies or rules and procedures for the Directed Fund (subject to LF approval);

v) establish ad-hoc committees to resolve a particular matter or establish additional committees, in support of the mission of the Directed Fund;

vi) establish any conformance programs and solicit input (including testing tools) from the TSC for defining and administering any programs related to conformance with the Technical Project, (a "Compliance Program");

vii) publish use cases, user stories, websites and priorities to help inform the ecosystem and technical community;

viii) approve procedures for the nomination and election of the Community Representatives, the Elected Representative and any Officer or other positions

created by the Governing Board; and

ix) vote on all decisions or matters coming before the Governing Board.

4) Outreach Committee

a) The Outreach Committee will include one appointed voting representative from each General Member. Each General Member may appoint a non-voting representative to observe and contribute ideas to the Outreach Committee.

b) The Outreach Committee will be responsible for the design, development and execution of community outreach efforts on behalf of the Governing Board. The Outreach Committee is expected to coordinate closely with the Governing Board and technical communities to maximize the outreach and visibility of the Technical Project throughout the industry.

c) The Governing Board may appoint a Chair of the Outreach Committee or delegate responsibility for selecting a Chair to the Outreach Committee. The Outreach Committee Chair will be responsible for reporting progress back to the Governing Board. The Outreach Committee Chair may attend meetings of the Governing Board, but will not attend as a voting member of the Governing Board.

5) Voting

a) Quorum for Governing Board and Committee meetings will require at least fifty percent of the voting representatives. If advance notice of the meeting has been given per normal means and timing, the Governing Board may continue to meet even if quorum is not met, but will be prevented from making any decisions at the meeting.

b) Ideally decisions will be made based on consensus. If, however, any decision requires a vote to move forward, the representatives of the Governing Board or Committee, as applicable, will vote on a one vote per voting representative basis.

c) Except as provided in Section 13.a., decisions by vote at a meeting will require a simple majority vote, provided quorum is met. Except as provided in Section 13.a., decisions by electronic vote without a meeting will require a majority of all voting representatives.

d) In the event of a tied vote with respect to an action that cannot be resolved by the Governing Board, the Chair may refer the matter to the LF for assistance in reaching a decision. If there is a tied vote in any Committee that cannot be resolved, the matter may be referred to the Governing Board.

6) Subsidiaries and Related Companies

a) Definitions:

i) "Subsidiaries" means any entity in which a Member owns, directly or indirectly, more than fifty percent of the voting securities or membership interests of the entity in

        question;

    ii) "Related Company" means any entity which controls or is controlled by a Member or which, together with a Member, is under the common control of a third party, in each case where such control results from ownership, either directly or indirectly, of more than fifty percent of the voting securities or membership interests of the entity in question; and

    iii) "Related Companies" are entities that are each a Related Company of a Member.

b) Only the legal entity which has executed a Participation Agreement and its Subsidiaries will be entitled to enjoy the rights and privileges of such Membership; provided, however, that such Member and its Subsidiaries will be treated together as a single Member.

c) If a Member is itself a foundation, association, consortium, open source project, membership organization, user group or other entity that has members or sponsors, then the rights and privileges granted to such Member will extend only to the employee-representatives of such Member, and not to its members or sponsors, unless otherwise approved by the Governing Board in a specific case.

d) Directed Fund Membership is non-transferable, non-salable and non-assignable, except a Member may transfer its current Membership benefits and obligations to a successor of substantially all of its business or assets, whether by merger, sale or otherwise that is, or upon such transfer becomes, a member of The Linux Foundation.

7) Good Standing

a) The Linux Foundation's Good Standing Policy is available at https://www.linuxfoundation.org/good-standing-policy and will apply to Members of this Directed Fund.

8) Trademarks

a) Any trademarks relating to the Directed Fund or Technical Project, including without limitation any mark relating to any Conformance Program, must be transferred to and held by LF Projects, LLC and available for use pursuant to LF Projects, LLC's trademark usage policy, available at www.lfprojects.org/trademarks/.

b) All Members agree to abide by any trademark policies and usage guidelines that may be adopted by the Foundation.

9) Antitrust Guidelines

a) All Members must abide by The Linux Foundation's Antitrust Policy available at http://www.linuxfoundation.org/antitrust-policy.

b) All Members must encourage open participation from any organization able to meet the

membership requirements, regardless of competitive interests. Put another way, the Governing Board will not seek to exclude any member based on any criteria, requirements or reasons other than those that are reasonable and applied on a non-discriminatory basis to all members.

10) Budget

a) The Governing Board will approve an annual budget and never commit to spend in excess of funds raised. The budget and the purposes to which it is applied must be consistent with both (a) the non-profit and tax-exempt mission of The Linux Foundation and (b) the goals of Technical Project.

b) The Linux Foundation will provide the Governing Board with regular reports of spend levels against the budget. Under no circumstances will The Linux Foundation have any expectation or obligation to undertake an action on behalf of the Directed Fund or otherwise related to the Directed Fund that is not covered in full by funds raised by the Directed Fund.

c) In the event an unbudgeted or otherwise unfunded obligation arises related to the Directed Fund, The Linux Foundation will coordinate with the Governing Board to address gap funding requirements.

11) General & Administrative Expenses

a) The Linux Foundation will have custody of and final authority over the usage of any fees, funds and other cash receipts.

b) A General & Administrative (G&A) fee will be applied by the Linux Foundation to funds raised to cover Finance, Accounting, and operations. The G&A fee will be 9% of the Directed Fund's first $1,000,000 of gross receipts each year and 6% of the Directed Fund's gross receipts each year over $1,000,000.

12) General Rules and Operations. The Directed Fund activities must:

a) engage in the work of the project in a professional manner consistent with maintaining a cohesive community, while also maintaining the goodwill and esteem of The Linux Foundation in the open source community;

b) respect the rights of all trademark owners, including any branding and usage guidelines;

c) engage or coordinate with The Linux Foundation on all outreach, website and marketing activities regarding the Directed Fund or on behalf of the Technical Project that invoke or associate the name of the Technical Project or The Linux Foundation; and

d) operate under such rules and procedures as (i) the Linux Foundation may from time to time adopt or (ii) may be approved by the Governing Board and confirmed by The Linux Foundation.

13) Amendments

a) This Charter may be amended by a two-thirds vote of the entire Governing Board, subject to approval by The Linux Foundation.

Exhibit C

Membership Levels

The membership levels and associated fees are listed below.

Membership Class	Annual Membership Fees
General Member	See Fee Scale
Associate Member (pre-approved non-profits, open source projects, and government entities)	No fee

The annual fee for General membership is determined according to the following table, based on your current consolidated employee headcount:

Consolidated Employees	General Membership Fees
5,000 and above	$20,000
From 2,000 to 4,999	$10,000
From 50 to 1,999	$5,000
Up to 49	$2,000

Linux Foundation Membership Information. Your organization will need to be a current member of the LF. If your organization is already a member of the LF, there is no need to do anything. If you are not a member of the LF, there are three tiers of LF membership available. The fees associated with each level of LF membership are included below for non-members to easily reference. Please visit the Corporate Membership page at the LF web site for full details:

- LF Platinum – $500,000
- LF Gold – $100,000
- LF Silver – Under 100 employees: $5,000; 100-499 employees: $10,000; 500-4,999 employees: $15,000; 5,000 or more employees: $20,000.
- LF Associate membership is available for non-profit, open source, and government entities at no cost.